

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

BRANDI AND BENJAMIN AKERS,)
)
Plaintiffs,)
) Case No. 4:13-cv-00378-HEA
vs.)
)
MEDICREDIT, INC.)
)
Defendant.)
)

OFFER OF JUDGMENT

DATED: March 14, 2013

TO: Plaintiffs, Brandi and Benjamin Akers, through their attorney, Rick Voytas, Eason & Voytas LLC, 1 North Taylor Avenue, St. Louis, MO 63108

Pursuant to Rule 68 of the Federal Rules of Civil Procedure and for the purposes of promoting settlement and avoiding the likely expense of proceeding to trial on the merits of the claims and defenses raised herein, Defendant, Medicredit, Inc. (“Medicredit”), hereby offers to allow judgment to be taken against it in favor of Plaintiffs, Brandi and Benjamin Akers, as to Count I: Violations of the FDCPA, as follows:

1. The party making the Offer of Judgment is Medicredit, Inc.;
2. The Offer of Judgment is being made to Plaintiffs Brandi and Benjamin Akers;
3. Judgment shall be entered against Medicredit for statutory and actual damages in the total amount of \$1,001 for Medicredit’s alleged violations including violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq* as set forth in Count I of the Complaint;

4. The Judgment entered shall also include an amount for reasonable costs and attorneys' fees accrued through the date of this Offer of Judgment. Reasonable costs and attorneys' fees are to be agreed upon by the parties, or, if the parties are unable to agree, to be determined by the Court on application by Plaintiffs' counsel subject to the limitation that attorneys' fees and costs are cut off as of the date of this Offer of Judgment, March 14, 2013.
5. The Judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims by Plaintiffs against Medicredit in Count I of the Complaint herein, and said judgment shall have no effect whatsoever except in settlement of those claims;
6. This Offer of Judgment is made solely for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure, and is not to be construed either as an admission that Medicredit is liable in this action, or that Plaintiffs have suffered any damages; and
7. In accordance with Rule 68 of the Federal Rules of Civil Procedure if Plaintiffs do not accept this Offer of Judgment within fourteen (14) days after service of the Offer, then the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If Plaintiffs do not accept this Offer of Judgment, and the judgment finally obtained by Plaintiffs is not more favorable than this Offer, then Plaintiffs must pay their costs incurred after this Offer, as well as Medicredit's costs, as allowed by the law of this District.

ACCEPTED: _____
Brandi Akers

ACCEPTED: _____
Benjamin Akers

DATE: _____

LATHROP & GAGE LLP

/s/ Scott J. Dickenson _____

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**Attorneys for Defendant
Medicredit, Inc.**

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing was served via ECF filing system and First Class United States Mail, Postage Prepaid, on the following counsel of record this 14th day of March, 2013:

Rick A. Voytas
Eason & Voytas, LLC
1 North Taylor Avenue
St. Louis, MO 63108

Attorney for Plaintiff

/s/ Scott S. Dickenson _____